

**Information Technology Professional Services**

**RFP # 317.03.002**

**Amendments/Clarifications/Questions**

**Amendment Number 1**

January 21, 2000

**The State hereby amends the RFP as follows:**

1. Section 3.12.3. Delete the section in its entirety and replace it with the following:

For purposes of this RFP, the State defines "subcontractor usage" as any relationship in which contractor personnel assigned to the State have their salary, wages, or any other compensation paid by any party other than the Primary Contractor. In other words, for the relationship to be allowable, the payer name on all forms of compensation made to contractor personnel assigned to the State must be the Primary Contractor's name.

2. Section 5.2.6.5. Delete the section in its entirety, and replace it with the following:

In lieu of the financial resource documentation required by Sections 5.2.6.1, 5.2.6.2, 5.2.6.3 and 5.2.6.4, the Proposer may include a letter of commitment, signed by the Proposal Transmittal Letter signatory, to provide a performance bond. In which case, the State shall require a performance bond prior to approval of a contract pursuant to this RFP. The amount of the performance bond shall be in the sum of Six Hundred Thousand dollars (\$600,000). The bond shall be in form and substance acceptable to the State as detailed by Attachment 9.18 of this RFP. Failure to provide the performance bond as required shall make the proposal non-responsive, and the proposal shall be rejected; a contract will not be executed.

3. Section 6.3.1. Delete the section in its entirety and replace it with the following:

The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration. Absent appropriate justification, the Proposers receiving the most points shall be considered the successful Proposers. Provided that the State receives a sufficient number of responsive proposals, seven (7) Proposers will receive awards pursuant to this RFP.

4. Section 8, Pro Forma Contract, Section D.5. Delete the section in its entirety and replace it with the following:

Assignment of Contract. The Contractor shall not assign this Contract or any of the services performed under this Contract without obtaining the prior written approval of the State. If such agreements are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

5. Section 8, Pro Forma Contract, Section E.15. Delete the section in its entirety and replace it with the following:

Subcontractor Definition. For purposes of this Contract, the State defines "subcontractor usage" as any relationship in which contractor personnel assigned to

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the State have their salary, wages, or any other compensation paid by any party other than the Primary Contractor.

6. Section 4.8.d. Delete the section in its entirety and replace it with the following:

In the event of Contract termination as described herein, if the Contractor is providing services pursuant to an MOU at the time of termination of the Master Contract, at the State's discretion the Master Contract shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU; and the Contractor shall not be allowed to participate in any future SOWs.

7. Section 4.9, last paragraph. Delete the paragraph in its entirety and replace it with the following:

Some Contractor companies currently providing personnel to the State may not receive contract awards pursuant to this RFP. From the State's perspective, incumbents supplied by companies not receiving awards may transfer to one of the companies that did receive an award. The transferred personnel may then be proposed on any SOW in accordance with the rules of 4.9.a and 4.9.b above. However, the State will only allow such transfers if the current Contractor company did not receive an award. During the transition period, no personnel transfers of any kind will be allowed between two companies that did receive awards.

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### Responses to Written Comments

NUM.	QUESTION	ANSWER
1.	Ref. RFP Subsection 4.5.1 -- Will Contractors receive electronic SOW's from the State of Tennessee for open job requirements, or will it be the sole responsibility of Contractors to regularly check the IT/BA PRO system for newly posted SOW's?	The IT/BA PRO system sends an e-mail to the Contractors when a new SOW is distributed. However, due to the complexity of the internet environment and possible technical problems, the State cannot guarantee that these e-mails will reach their destinations. For this reason, the State recommends that Contractors check IT/BA PRO on a regular basis.
2.	Ref. RFP Subsection 4.5.3 -- Under <u>Evaluation of Candidates</u> , the State reserves the right to request face-to-face interviews. How often does the State require in-person candidate interviews?	In most cases.
3.	Ref. RFP Subsection 4.5.7-a -- Under <u>Double Submissions</u> , the State requires that Contractors obtain SOW-specific Commitment Letters from contract candidates. Is it the State's intent to view a Commitment Letter as a guarantee of a specific candidate's availability for assignment to the position outlined in the corresponding SOW?	The State will not view the letter as a guarantee of candidate availability. Its primary purpose is to ensure that the candidate has authorized one, and only one, Contractor to submit his or her resume for a given SOW.
4.	Ref. RFP Subsection 5.2.6.5 -- The State specifies a requirement for a performance bond in lieu of documentation requested in Subsections 5.2.6.1-5.2.6.4. Does this mean that Proposers submitting proper documentation for Subsections 5.2.6.1-5.2.6.4 need not submit a performance bond as outlined in Attachment 9.18?	<p>The State has amended section 5.2.6.5 of the RFP (see Amendment 1, item 2, above). In accordance with this amendment, Proposers have the option, in lieu of providing the documentation required in 5.2.6.1 through 5.2.6.4, to submit a <u>letter of commitment</u> to provide a performance bond, as described in the amended version of 5.2.6.5. Apart from the references to a surety company, which may be removed, the letter of commitment should be similar in content to the example given in Attachment 9.18.</p> <p>However, if Proposers submit documentation in full compliance with Sections 5.2.6.1 through 5.2.6.4, they need not submit the performance bond commitment letter.</p> <p>Therefore, Proposers have one of two options:</p> <p>(1) Provide, as a part of the Proposal, all information requested by 5.2.6.1 through 5.2.6.4; <u>or</u></p> <p>(2) Provide, as a part of the Proposal, the performance bond commitment letter as described in the amended version of 5.2.6.5.</p>
5.	Ref. RFP Subsection 5.3 -- Does the State require	No.

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	a separate Cost Proposal Transmittal Letter?	
6.	<p>Ref. RFP Attachments -- Which of the attachments (in addition to Attachments 9.1-9.2, 9.18, 9.19) are Proposers required to complete? Does the State require Proposers to resubmit evaluation forms (for example, Attachment 9.4, "Technical Proposal Evaluation Format") as bid attachments, or are these attachments simply for reference?</p>	<p>The Proposer must fully complete and submit with its Proposal the following Attachments:</p> <ul style="list-style-type: none"> <li>• 9.1</li> <li>• 9.2</li> </ul> <p>If the Proposer chooses to respond to sections 5.2.6.1 through 5.2.6.4, the Proposer will complete Attachment 9.19.</p> <p>If, instead, the Proposer chooses to respond to 5.2.6.5 (in lieu of 5.2.6.1-5.2.6.4), then the Proposer will be required to provide a performance bond prior to contract approval; that bond must conform in form and substance to the example given in Attachment 9.18.</p> <p>The rest of the attachments are for information and contractual purposes and require no Proposal response from the Contractors at this time.</p>
7.	<p>3.12 Assignment and Subcontracting (Page 7)</p> <p>[Vendor quotes text of 3.12.3]</p> <p>[The vendor]'s Response</p> <p>We understand that there is no subcontracting allowed under this RFP and the resulting contract. However, we believe the State does not want to eliminate the following important aspects of hiring new employees:</p> <ul style="list-style-type: none"> <li>• advertising for employment (newspaper or internet)</li> <li>• use of resume search services</li> <li>• testing prospective employees</li> <li>• running background checks</li> <li>• use of employment agencies to help with a search</li> </ul> <p>Since these concerns listed above are not the classic subcontractor requirements, we assume the State does not want to eliminate these aspects of hiring new employees.</p>	<p>The State is amending RFP Section 3.12.3 and Contract Sections D.5 and E.15 (see Amendment 1, items 1, 4, and 5, above). The State will only allow relationships and activities in conformity with the referenced amendments.</p>
8.	<p>4.6 Performance Evaluations</p> <p>a. Would the State consider performing the first evaluation at the end of the <u>third</u> working day versus the fifth?</p> <p>b. Would the State consider modifying</p>	<p>Question "a." -- No. Even five days is a very short time to evaluate the performance of an assigned contractor. Three days would be too few.</p> <p>Question "b." -- No. The State will not pay</p>

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	provisions of the second evaluation period so as to "pay for hours worked" versus "pay for acceptable work performed"?	for unacceptable work, regardless of when it is performed.
9.	4.13 Use of Internet-Based IT-BA PRO System / Attachment 9.16 IT/BA PRO Technical Requirements  Web Browser -- Would using Internet Explorer 4.0 or 5.0 be acceptable by the State?	The State will only support the browsers listed in Attachment 9.16. The performance of IT/BA PRO is unpredictable when Internet Explorer is used. The Contractor assumes all risk and support responsibilities for problems that may arise through the use of Internet Explorer.
10.	5.2.6.5 Performance Bond  Please clarify. Are vendors required to <u>either</u> provide the financial documentation required by Sections 5.2.6.1, 5.2.6.2, 5.2.6.3, and 5.2.6.4 <u>or</u> provide a commitment letter to provide a performance bond . . . <u>but not both</u> ? The wording in 5.2.6.5 is somewhat confusing. What does "may" mean in the following: "in lieu of . . . financial resource documentation <u>may</u> include a performance bond . . .  Also, FYI - The Surety industry has an issue with preparing an unconditional commitment letter to provide a <u>future</u> performance bond. The State may want to consider a quantifiable bid bond as security for performance under future RFP's.	See answer to Question 4, above.
11.	With reference to 3.12, please confirm that subcontractor usage is permitted with the prior written approval of the State of Tennessee, as stated in section D.5 of the proforma contract?	The state does not confirm this.  The State is amending RFP Section 3.12.3 and Contract Sections D.5 and E.15 (see Amendment 1, items 1, 4, and 5, above). The State will only allow relationships and activities in conformity with the referenced amendments.
12.	Who is/are the incumbent contractors on this proposal? Is it possible to receive and review the previous contract(s) and proposal(s)?	EER Systems Majestic Systems Integration Company METAMOR - INDUSTRY SOLUTIONS Science Applications International Corp. (SAIC) SCB Computer Technology, Inc. Strategic Staffing Solutions, Inc.  The previous contracts and proposals are public record. They may be viewed in the William R. Snodgrass Tennessee Tower location by making an appointment with Kathy Walden, who may be reached at 615-741-7841. These appointments will be made on a first-come, first-served basis. That State makes no guarantees as to the availability of appointments and will not delay critical dates in the RFP process to accommodate review of these files.

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13.	If possible, please provide the total dollar volume usage for last 12 months, under the existing contract?	The dollar amount paid out to ITPRO contractor companies for November 1998 through October 1999 was approximately \$26,900,000. However, please note the disclaimer in the final paragraph of Section 4.4 of the RFP.
14.	With reference to 4.9, approximately how many employees are expected to transition to the awarded supplier(s)?	The State does not know.
15.	What percentage of employees transitioned on the existing contract?	The State does not have this figure.
16.	With reference to 5.1.4, please elaborate on the term "bound". Does the term mean spiral bound, glue bound or some specific binding type? Is the Cost Proposal to be bound too?	Spiral binding is preferred. It is not necessary for the Cost Proposal to be bound. The Cost Proposal may be stapled.
17.	With reference to 4.5.1, what is the average duration of a statement of work?	The State does not have this figure. But most SOWs that have not ended with terminations or withdrawals, and were not limited by the end date of current contracts, have run for over one year. However, the State makes no guarantees that this pattern will apply in the future.
18.	Do we have to complete in part/full, and/or return Attachments 9.3, 9.4, 9.5, 9.6, and 9.7? If possible, please indicate all the attachments that are to be (a) fully completed and returned; (b) partially completed and returned; and (c) those meant for proposer's review and not to be returned?	See answer to Question 6, above.
19.	With reference to 5.2.6.1, we are a privately held corporation and have "reviewed" financial statements since there is no requirement to have audited ones. Will such financial statements be acceptable? Additionally, can the data in such statements be used to complete other sections of 5.2.6?	See answer to Question 4, above.  If the Proposer chooses to respond to Sections 5.2.6.1 through 5.2.6.4, "Reviewed" financial statements are <u>not</u> acceptable. All information provided as required in 5.2.6.1 through 5.2.6.4 must be drawn from and be consistent with the "independent audited" financial statements provided.
20.	Section 3.15 covers offers of additional services to those required in the RFP. What types of additional services might this refer to?	The referenced "additional services" are more applicable to systems development projects. For this procurement, the State has no additional services in mind.  The important points are as follows: (1) the Proposer must include all costs for the services requested in this RFP, i.e. rates for every Job Classification described in Attachment 9.14; and (2) the Proposer's Cost Proposal must be submitted on an exact duplicate Attachment 9.2.
21.	Section 4.1 states that the state may modify the work hours in the best interest of the project. Will any variances to a 40-hour work week be	Not usually. Due to the dynamic nature of systems development and maintenance work, the State cannot guarantee that all

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	noted on the SOW?	work hour variances will be foreseen and noted at the time of SOW preparation.
22.	<p>Section 4.9 refers to the transition period between the effective date of the new contract and existing ITPRO contracts. Could you please clarify the intent of the state in allowing there to be no prohibition against incumbents changing contractor companies during the transition period? It appears this is intended to allow incumbents to change from an existing contractor company who is not awarded a new contract to one who is. However, the way it is worded, it seems to allow incumbents to move from an existing Contractor company to another existing Contractor company who have both been awarded a new contract.</p> <p>To allow incumbents to be recruited by existing Contractor companies who are awarded new contracts could create a great deal of "ill will" between Contractor companies and their employees. We feel this would not be in the best interest of the State. Those Contractor companies who propose higher rates might try to entice employees with more money to switch from Contractor companies who have proposed lower rates, costing the state much more per hour for the same incumbent consultant. This would forfeit the obvious advantage the state gains from the competitive pricing format.</p> <p>In addition, while it doesn't directly affect the state, most Contractor companies have non-compete agreements with their employees that prohibit them from working at their client through another vendor for a period of, usually, one year. Allowing this type of movement between Contractor companies could result in lawsuits between the company and former employees. The state could stand to lose the services of valuable incumbents they want to retain.</p> <p>We feel it would be in the state's best interest to modify the language to allow the transfer of incumbents only if their current Contractor company was not awarded a new contract. The Contractor companies who are awarded new contracts could compete in hiring these employees and attempt to work out any unfair competition or non-compete issues between the incumbent and the former Contractor company. We would request that the state not allow Contractor companies with newly awarded</p>	<p>It is the State's intent to ensure the best possible continuity of services.</p> <p>The last paragraph of Section 4.9 has been misunderstood. For clarification, the state is amending this paragraph. See Amendment 1, item 7, above.</p> <p>As the vendor has pointed out, the State has no visibility of or interest in non-compete agreements. Any such agreements are between the contractor companies and their contractor personnel, and these parties are solely responsible for any compliance issues related thereto.</p>

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	contracts to compete for the services of each other's employees, which could cause the state and all concerned harm and lots of "ill will". We believe this would not be in the best interest of the state.	
23.	Section 4.11 describes payment rates for project end date extensions. We interpret this to mean that if a project is extended into year two, the year two rates quoted would not apply. If an SOW is issued with an end date in year one, can a year two rate be proposed on the Project Offer in case the MOU is extended?	<p>When a SOW is created on the IT/BA PRO system, it has a Project End Date. The system will only allow rates to be proposed for the active years of the SOW as written and will rank the candidates based on those rates. For example, if a given SOW ends in Year 1 of the contract, then a Year 2 rate <u>cannot</u> be proposed.</p> <p>It would not be reasonable to rate candidates based, in part, on a Year 2 rate that might never be used. It would also not make sense to allow Contractors to propose Year 2 rates that did not figure into the rating, since there would be little incentive for Contractors to keep the Year 2 rates down.</p> <p>Taking all of this into account, the State decided to use the CPI as a fair way to derive rates for subsequent, unanticipated project years. Section 4.11 remains as written.</p>
24.	Section 5.2.5.5 requires the number of qualified individuals we would be able to provide in four job classifications. As an existing Contractor company, can we list as qualified individuals incumbent employees currently assigned to the state, whose contract expires on 7/31/00?	<p>Yes, but only if the incumbent is currently serving in one of the Job Classifications listed, and would therefore be returning to his or her former position; i.e., as a Project Manager, Advanced Programmer Analyst (Client Server/Micro), or Business Analyst II. (Note that Advanced Programmer Analyst [Web-Based Technologies] is not a current classification.)</p> <p>In other words, if the vendor currently has a Project Manager assigned to the State, then that person may count toward the Project Manager Job Classification.</p>
25.	Section 5.2.6 lists the financial resources requirements. These questions relate to the requirement of independent audited financial statements. Our company is a closely-held private corporation that has a CPA prepare compiled financial statements. We have never been required to submit independent audited financial statements to any government entities or other clients until this RFP. We have retained the services of an independent CPA firm to prepare this audit. However, due to the time restraints before the due date of this RFP, we are	<p>See the answer to Question 4, above.</p> <p>If the Proposer chooses to respond to Sections 5.2.6.1 through 5.2.6.4, "compiled" financial statements are <u>not</u> acceptable. All information provided as required in 5.2.6.1 through 5.2.6.4 must be drawn from and be consistent with the "independent audited" financial statements provided.</p> <p>It is not acceptable to provide the audited statements after the Deadline for Submitting</p>



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	<p>not absolutely positive that this audit will be completed in time. Would it be acceptable to supply all the information required in a compiled financial statement format with the proposal, and then supply the audited statements to the state no later than February 15, 2000? Or would the compiled financial statements suffice?</p> <p>Section 5.2.6.5 refers to a performance bond in lieu of the financial resource documentation, in speaking to insurance agents, it seems getting a committal letter on a surety company letterhead may be difficult. Would the state accept a bid bond in place of the letter?</p>	<p>a Proposal given in the RFP.</p> <p>A bid bond is not acceptable in place of the commitment letter described in the amended version of 5.2.6.5.</p>
26.	<p><u>Subcontractor.</u></p> <p>Section 3.12.2 says "no subcontractor usage will be allowed under this RFP or the resulting contract". Is this provision intended to preclude a company's use of personnel employed by its wholly-owned subsidiary to perform its obligations under the contract?</p> <p>Section 8.D.5 prohibits subcontracts without the prior written approval of the State. Is this provision intended to apply to a company's use of personnel employed by its wholly-owned subsidiary to perform its obligations under the contract?</p> <p>Section 8.E.15 defines "subcontractor." Is this definition intended to preclude a company's use of personnel employed by its wholly-owned subsidiary to perform its obligations under the contract?</p>	<p>The State is amending RFP Section 3.12.3 and Contract Sections D.5 and E.15 (see Amendment 1, items 1, 4, and 5, above). The State will only allow relationships and activities in conformity with the referenced amendments.</p>
27.	<p><u>Ownership of Intellectual Property.</u></p> <p>Section 8.E.4 provides that the State will own all work products "created, designed, developed, derived, and/or documented for the State under this Contract." What types of materials is this provision expected to cover, particularly the "documented for the State" portion? Would we be expected to supply the State with any type of written material that is that is proprietary to the company, such as installation manuals, descriptions of processes and procedures, etc. which one of our employees might be accustomed to use as a reference that are in existence prior to commencement of the contract? Or is this provision intended to address only those items created specifically for the State's use in the course of performing the contract?</p>	<p>The referenced Section is not intended to cover pre-existing materials.</p>

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28.	<p>Section: 4.5.3 Evaluation of Candidates.</p> <p>If the candidate cannot be available for a face to face interview what alternate means would be acceptable to the state. How often (based on past experience) does the state require a face to face interview.</p>	<p>The State manager may, at his or her discretion, request a face-to-face interview. If the State manager requests a face-to-face interview, it is not optional--it is a requirement. Any contractor that does not show up for a requested face-to-face interview will be disqualified.</p> <p>In most cases, a face-to-face interview is requested.</p>
29.	<p>Section: 4.5.9 Offer of State Assignment</p> <p>What will be the average elapsed time between a position being opened up and selection of a candidate to start work?</p>	<p>It typically takes anywhere from a month to six weeks from the SOW publication date to the Project Begin Date.</p>
30.	<p>Section: 5.2.1.1</p> <p>What form of evidence of authority will be acceptable?</p>	<p>A letter from the company president, board of directors, or the highest-level supervising entity of the company in question, signed by the president or head of the supervising entity, authorizing the alternate signatory.</p>
31.	<p>Section: 5.2.2.2 Proposers Compliance with</p> <p>--- <u>The laws of the State of Tennessee</u>  Under this what specific areas are of relevance to the State for this RFP. We would like details on the specific Articles etc and the text thereof the state would like us to comply with.</p> <p>--- <u>Title VI of Federal Rights Act of 1964</u>  We would like details on this act or instruction on how to locate the text of this act.</p> <p>--- <u>Equal Employment Opportunity Act</u>  We would like details on this act or instruction on how to locate the text of this act.</p> <p>--- <u>Americans with disabilities act of 1990</u>  We would like details on this act or instruction on how to locate the text of this act.</p>	<p>As to the laws of the State of Tennessee, it is inappropriate to select particular sections to the exclusion of others. Proposer's must give written certification and assurance of the Proposer's compliance with the laws of the State of Tennessee, even though all will not apply. A copy of Tennessee Code Annotated may be found at the following site:</p> <p><a href="http://www.lexislawpublishing.com/resources/">http://www.lexislawpublishing.com/resources/</a></p> <p>The other items referenced are Federal acts and may be researched by the vendor's legal staff. Information pertaining to these acts is readily available on the internet.</p>
32.	<p>Please clarify the use of subcontractors. Paragraph 3.12.2.3 seems to make any subcontracting relationship inappropriate in response to this RFP. Does this mean that all contractors supplied to the state are W-2 employees of the prime contracting firm?</p>	<p>The State is amending RFP Section 3.12.3 and Contract Sections D.5 and E.15 (see Amendment 1, items 1, 4, and 5, above). The State will only allow relationships and activities in conformity with the referenced amendments.</p>
33.	<p>Would the State consider making the following changes to the ITPRO Staffing Contract?</p> <p>The contract does not have a limitation of liability clause; please add:</p> <p>Neither party shall be liable for indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort, or otherwise, and even if such party has been advised of the possibility of such</p>	<p>The State will not make the suggested changes. The State intends to execute the pro forma contract as it appears in the RFP.</p>

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	<p>damages. The vendor's cumulative liability for any and all actions, whether in contract or in tort, will not exceed the lessor of that party's direct proven damages or an amount equal to the fees paid for the statement of work under which the cause of action arose.</p> <p>Sections D.14 and E.11 should be mutual.</p>	
34.	<p>Paragraph 3.16.3 implies that there may be a prime and subcontractor relationship involved in the submittal of proposals. Though the RFP prohibits submittals of the same proposer as prime and subcontractors. Please explain how a subcontractor would be involved at all, given the language in Paragraph 3.12.2.3.</p>	<p>The State is amending RFP Section 3.12.3 and Contract Sections D.5 and E.15 (see Amendment 1, items 1, 4, and 5, above). The State will only allow relationships and activities in conformity with the referenced amendments.</p>
35.	<p>[The vendor] understands that we cannot propose a separate contract, but would like to know if the attached changes would be considered for inclusion in the standard pro form contract for all proposers.</p> <p>D.3.b. <del>Upon such termination, the Contractor</del> <b><u>Neither party</u></b> shall have <del>no a</del> right to any actual general, special, Incidental, consequential, or any other damages whatsoever of any description or amount.</p> <p>D.14. <b><u>Hold Harmless.</u></b> The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of <del>acts, omissions</del>, bad faith, negligence, or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its or their behalf <del>relating to</del> <b><u>in the performance of Contractor's services under</u></b> this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.</p> <p>E.8 <b><u>Contractor Personnel Performance Problems.</u></b> The State shall be the sole judge of the Contractor's personnel performance. The Contractor agrees to remove and replace at the Contractor's expense, personnel judged by the State as not making substantial contributions to the projects to which Contractor's personnel are assigned. The Contractor agrees not to charge</p>	<p>The recommended changes are not acceptable to the State. The State intends to execute the pro forma contract as it appears in the RFP.</p>

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	<p>the State for services performed which the State designates as being unacceptable <b><u>if Contractor is notified of such unacceptable services within 40 hours of the start of the person performing such services.</u></b> The Contractor further agrees not to remove or transfer personnel performing acceptably, without written approval of the State during the term of the Contract.</p> <p>E.11 <u>Solicitation of State Employees Prohibited.</u> The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. For the purposes of this paragraph, "State work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flex time and overtime, but excluding State holidays. <u>During the length of each person's assignment and for ninety (90) days following the termination of their assignment, if the State (or a third party at the State's inducement) hires a person assigned to it, then the State will be required to pay Contractor a conversion fee in accordance with the following table:</u></p> <table><tr><td><u>Duration of Assignment:</u></td><td><u>Conversion Fee:</u></td></tr><tr><td>0-4 months</td><td>25% of person's annualized compensation</td></tr><tr><td>5-8 months</td><td>15% of person's annualized compensation</td></tr><tr><td>9-12 months</td><td>5% of person's annualized compensation</td></tr><tr><td>12 months and up</td><td>none</td></tr></table> <p><u>Should the State elect to directly hire or refer for hire any candidate whose resume Contractor has submitted to the State but who has not yet been assigned to it, the State will pay Contractor a conversion fee of 30% of the candidate's annualized salary.</u></p>	<u>Duration of Assignment:</u>	<u>Conversion Fee:</u>	0-4 months	25% of person's annualized compensation	5-8 months	15% of person's annualized compensation	9-12 months	5% of person's annualized compensation	12 months and up	none	
<u>Duration of Assignment:</u>	<u>Conversion Fee:</u>											
0-4 months	25% of person's annualized compensation											
5-8 months	15% of person's annualized compensation											
9-12 months	5% of person's annualized compensation											
12 months and up	none											
36.	Will there be any opportunity to negotiate the final contract terms after award?	The State intends to execute the pro forma contract as it appears in the RFP.										
37.	Will the State agree to any type of limitation of liability in the final contract?	No.										
38.	Will the State agree to add a disclaimer of warranties disclaiming those warranties which are not expressly set forth in the contract?	No.										
39.	<p>Section 8, Subsection D.14:</p> <p>Is it allowable to add the Limitation of Liability provision shown below to the "Hold Harmless" subsection (Section 8, D.14)?</p> <p><u>Proposed Limitation of Liability</u></p> <p>The Contractor will not be liable for</p>	The proposed addition is not acceptable to the State. The State intends to execute the pro forma contract as it appears in the RFP.										

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	consequential or incidental damages even if the Contractor has been advised of the possibility of such damages. Except for claims based on personal injury including death, physical property damage, or infringement of third party proprietary rights, the Contractor's liability hereunder, regardless of the form of action, shall not exceed the total amount paid for the services under this Contract.	
40.	On page 15, section 4.8.e, it is stated, "In the event of termination as described herein, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to the RFP." In that case, would the State award the replacement contract to the next highest scored proposer that did not get chosen as one of the Vendors?	The State would attempt to award a replacement contract to the next-best-evaluated Proposer that was not awarded a contract originally.
41.	On page 15, section 4.9.b, it is stated, "The sole exception to section 4.9.a. is the case of an incumbent being proposed on an SOW to fill the same position the incumbent currently occupies, regardless of his or her current MOU Project End Date or the new SOW Project Begin Date." Would the new SOW be open to all candidates and at a new rate?	Yes, the new SOW would be open to candidates from any company that had received an award under the current procurement. The rates proposed in response to the current procurement would apply.
42.	On page 15, section 4.9, it is stated, "From the State's perspective, there is no prohibition against incumbents changing Contractor companies under the new ITPRO contracts <u>during this transition period</u> . In other words, the State will allow an incumbent to be proposed by a Contractor company different from the one currently providing the incumbent personnel." Is it to be assumed that incumbents will <u>only</u> be allowed to change Contractor companies when there is a new SOW released for their current position?	The State has amended the paragraph quoted.  See also the answer to Question 22, above.
43.	On page 24, section 6.3.1, it is stated "The Proposer receiving the most points shall be considered the successful Proposer." There are other referrals in that section that leads one to believe that only one (1) proposer will be awarded vendor status. It is stated on page 1, section 1.1. that the State plans to award source-of-supply contracts to seven vendors. Is it fair to assume that there will be seven contracts awarded to proposers?	See Amendment 1, Item 3, above.  Elsewhere in section 6.3, where appropriate and consistent with the intent of Amendment 1, Item 3, above, read "proposal" as "proposal(s)" and "Proposer" as "Proposer(s)."
44.	During the transition period, will newly awarded vendors have access to names, phone numbers, etc. of incumbents whose current contractors have not been awarded as vendors under the new ITPRO/BA RFP?	The State will not provide this information. Also, the State will not permit vendors to contact incumbents at State work sites.
45.	Due to delivery of the Request for Proposal on the week before Christmas, will the State	No.

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	entertain a 2-week extension?	
46.	Will the State provide office space to the winning vendors for their recruiting and administrative staff?	No.
47.	Please provide the list of potential bidders on the RFP.	Please see the table following these responses.
48.	<p>The remaining questions concern Section 3.12 of the RFP as noted below:</p> <p>Assignment and Subcontracting: "The Contractor may not assign or transfer any portion of this contract without prior, written approval from the State" and 3.12.3: "No subcontract usage will be allowed under the RFP or the resulting contract" and 3.12.3: ". . . the State defines "subcontractor usage" as any form of agreement, verbal or written, with another company or individual, for that company or individual to act as an agent to identify, locate, contact, or in any other way facilitate the prime contractor's efforts to provide candidates to be assigned to information technology positions within the State."</p> <p>Please clarify "agent" and also how the State distinguishes an independent contractor. For example, many independent contractors have incorporated and , in some cases, two independent contractors have partnered in incorporation. Will the State permit its vendors to use independent contractors who have incorporated in this manner?</p> <p>If the prohibition of subcontractors is the State's desire, the standard contract does not reflect this. How should we reconcile this conflict?</p> <p>As we understand it, the intent of Section 3.12.3 is to prohibit the pass through of subcontract labor through a vendor's prime contract with the State. However, as written, the section appears to prohibit the use of employment agencies and contract recruiters who help companies locate direct employees.</p> <p>Will it be acceptable to the State if vendors continue to use these employment agencies to locate personnel as long as these recruiters scrupulously follow the State's prohibition on recruiting State personnel and persons who are assigned as subcontractors to the State of Tennessee?</p>	<p>The State is amending RFP Section 3.12.3 and Contract Sections D.5 and E.15 (see Amendment 1, items 1, 4, and 5, above). The State will only allow relationships and activities in conformity with the referenced amendments.</p>
49.	Upon review of RFP # 317.03.002 a question concerning section five ( <u>Detailed Documentation of Proposer Financial Resources</u> ) has been raised	<p>See answer to Question 4, above.</p> <p>"Unaudited" and/or "Internally prepared"</p>

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	by our corporate accounting department. The question concerns the need for audited financial statements. [The vendor], as a corporation maintains unaudited, internally prepared financial statements. The ability to produce independently audited financials before the proposal deadline (2/4/00) is not feasible. The relationship between the corporation of [the vendor] and our banking institution does not require externally prepared financial statements. Our question is, would internally prepared historical (past two years) and current year to date statements be allowed under the provisions of RFP # 317.03.002? We feel that all bank statement information and credit reference material, all of which are required by the aforementioned RFP, should address the question of corporate endurance and the issue of fiscal responsibility.	financial statements are not acceptable in response to the requirements of Sections 5.2.6.1 through 5.2.6.4.
50.	Section 3.4. Normally, prospective clients ask us to voice objections and exceptions at the time of submission of the proposal. The proposed contract language is under review by our Legal department, and we will submit exceptions with our proposal. [The vendor] reserves the right to negotiate the terms of a contract awarded under this RFP.	<p>Please note the deadline for receiving written comments given in Section 3.4 of the RFP.</p> <p>The State does not acknowledge the vendor's reservation of a right to negotiate the contract. The State does not intend to negotiate any terms of the contract, apart from filling in items that were left blank in the pro forma contract. The State intends to execute the pro forma contract as it appears in the RFP.</p>
51.	Section 3.11. The proposed contract language is under review by our Legal department, and we will submit exceptions with our proposal. [The vendor] reserves the right to negotiate the terms of a contract awarded under this RFP.	<p>Please note the deadline for receiving written comments given in Section 3.4 of the RFP.</p> <p>The State does not acknowledge the vendor's reservation of a right to negotiate the contract. The State does not intend to negotiate any terms of the contract, apart from filling in items that were left blank in the pro forma contract. The State intends to execute the pro forma contract as it appears in the RFP.</p>
52.	Section 4.1. While [the vendor] provides six paid holidays to eligible contractors, five of the holidays on the State's list are not among them. Does the State expect these holidays (Martin Luther King Day, President's Day, Good Friday, Columbus Day, Veterans Day) to be paid holidays for eligible contractors.	The State will not pay the Contractors or contractor personnel for any of the holidays listed in Section 4.1 of the RFP. At the Contractor's discretion, the Contractor may chose to pay their contractor personnel for these holidays.
53.	Section 4.5. Does the term "payment rate" refer to the rate at which contractor hours are billed to the State?	In response to an SOW, the Contractor will propose a payment rate (or "rates," if the SOW covers multiple contract years) for the contractor personnel in question. This rate

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		may not exceed, but may be less than, the payment rate originally proposed for that Job Classification. The State will pay the Contractor at this rate for hours worked in accordance with the provisions of the RFP, Contract, SOW, and MOU.
54.	Section 4.12. Though we appreciate the State's rationale for this provision, we do not feel it is appropriate to penalize an agency for filling an SOW. We ask the State to reconsider this provision and other reasonable alternatives.	The State will not reconsider its position as stated in the referenced RFP section. Section 4.12 of the RFP remains as written.
55.	Section 5.2.3.9 [The vendor] has over 7,000 permanent staff employees and over 800,000 temporary employees in North American. It is not feasible to check all these individuals for felony convictions, and may not be lawful to disclose this kind of information about the citizens of some states. Does the State desire [the vendor] to conduct a felony background check on candidates submitted to the state? If so, would this cost be billed through to the State? Would it be included in the rate set forth in the Cost Proposal?	Section 5.2.3.9 pertains to the initial proposal evaluation, not to the ongoing administration of the contract. The State encourages the vendor to make its best effort, taking into account the vendor's legal obligations and limitations, to meet the requirements of 5.2.3.9.  The State will not routinely require background checks for assignment with the State. However, there may be certain SOW positions that will, at the State's sole discretion, require background checks. Any such background checks will be performed by the State at the State's expense.
56.	Page 10, section 4.2 - Please elaborate more on the term "maximum liability" to the Contractor firm (i.e. two weeks per year?).	Within any given contract year, the State will not require the Contractor to pay training expenses for an individual contractor assigned to the State in excess of two weeks per year, or eighty (80) hours, per individual, actually spent in training classes.
57.	Page 32, section D.4/Page 36, and section E.13.b. (And further throughout the document) - Please explain the statement, "withhold payment in excess of fair compensation for completed services".	In such cases, the State will determine and remit fair compensation for work acceptably completed.
58.	Page 35, section E.10. - Is the Multitrak report generated weekly?	No. The referenced Multitrak report is produced monthly.
59.	Page 35, section E.5 - Can the State of Tennessee notify the Contracting company when equipment or materials are provided to its employees and the value of said equipment/materials. Specifically, we believe that the intent of this section is to ensure that materials, such as laptop computers, that are given to employees for off-site work, are returned to the State upon termination of the assignment. We can only monitor this if we are notified that the employee has possession of state property.	The state will not supply this information in advance. However, in the event of a claim or dispute related to this provision, the State will supply the vendor with documentation required to support the State's position.
60.	Page 20, section 5.2.6 - Where is the volume projected? What is the designated amount?	The State has no specific volumes or designated amounts in mind. However, the performance requirements stated in Section



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		4.8 of the RFP give some indication of the State's expectations.
61.	Page 21, section 5.2.5.4 - Please define, "or with which your company has no current, direct working relationship."	As stated in 5.2.5.4, for individuals to count they must be either "on the bench" or "assigned to projects." That is, the Proposer is regularly performing administrative work, paying salaries, benefits, etc., for the individuals that it counts. This constitutes a "direct working relationship."
62.	Page 15, section 4.9 - Will the new vendors on the contract be made aware of existing consultants that are rolling off completed projects managed by other IT staffing firms? If so, how would the information be distributed?	The State will not provide this information. Also, the State will not permit vendors to contact incumbents at State work sites.

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**Letters of Intent to Propose**

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	<b>Vendor Name</b>	<b>Contact/Address</b>	<b>Phone/Fax</b>
1.	Acro Service Corp.	Carl Pant, Account Manager 17187 North Laurel Park Drive, Ste 165 Livonia, MI 48152-2600	P: (734) 591-1100 ext. 239 (800) 844-2276 ext. 239 F: (734) 591-1217
2.	Affiliated Computer Services	Paul Mason, Vice President, Enterprise Solutions Group 2031 Goode Road Conyers, GA 30094	P: (770) 602-4777 F: (770) 922-4878 I:
3.	Amdahl Corp.	Allen Aldridge, Engagement Manager One Lakeview Place Suite 505 25 Century Boulevard Nashville, TN 37214	P: (615) 885-9795 F: (615) 885-9638 I: <a href="mailto:raa10@amdahl.com">raa10@amdahl.com</a>
4.	Andersen Consulting	Cindy Hielscher, Associate Partner 222 2 <sup>nd</sup> Ave. North, Suite 360M Nashville, TN 37201	P: (615) 260-8624 F: (678) 657-1038 I:
5.	Ball Consulting Services, LLC	Steve Ball, President 4043 Trail Ridge Drive Franklin, TN 37067	P: (615) 794-5459 F: (615) 591-4523 I:
6.	CDI Information Technology Services	Ed Chapin, Branch Manager 2 Union Square, Suite 610 Chattanooga, TN 37402	P: (423) 266-9720 (800) 933-4655 F: (423) 266-9737 I: <a href="mailto:echapin@cdicorp.com">echapin@cdicorp.com</a>
7.	Comforce Technical Services	Cary Vaughn, Director of IT Services 7953 Stage Hills Boulevard, Suite 109 Memphis, Tn 38133-4010	P: (800) 840-0968 F: (901) 385-2045 I: Pager: (888) 794-6119
8.	Complete Business Solutions, Inc. (CBSI)	Jason Grant, Branch Vice President 5115 Maryland Way Brentwood, TN 37027	P: (615) 377-0735 F: (615) 377-0749 I: <a href="mailto:jgrant@cbsinc.com">jgrant@cbsinc.com</a>
9.	Computer Enterprises, Inc. (CEI)	Larry Tomich Senior Sales Representative Manor Oak Two, Suite 230 1910 Cochran Road Pittsburgh, PA 15220	P: (412) 571-3634 F: (412) 341-0519 I: <a href="mailto:itomich@ceiamerica.com">itomich@ceiamerica.com</a>
10.	Computer Horizons Corp.	Jim Taylor, Account Manager 3200 West End Avenue, Suite 500 Nashville, TN 37203	P: (615) 783-1680 F: (615) 783-1679 I:
11.	Compuware Corporation	David Deutsch, Account Manager 424 Church Street, Suite 2350 Nashville, TN 37219	P: (615) 742-8412 F: (615) 742-8404 I: <a href="mailto:david.deutsch@compuware.com">david.deutsch@compuware.com</a>
12.	Cook Systems International, Inc.	John Madden, Account Executive 6799 Great Oaks Road Atrium II, Suite 200 Germantown, TN 38138	P: (901) 757-8877 Ext. 1517 F: (901) 757-0086 I:

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13.	Data-Core Systems, Inc.	Rahul Sen, General Manager 3700 Science Center Philadelphia, PA 19104	P: (215) 243-1975 F: (215) 243-1978 I: <a href="mailto:dcs@dcigroup.com">dcs@dcigroup.com</a>
14.	Datatek Consulting Group	Julia Wesley, President 4250 East Camelback Road, Suite 158K Phoenix, AZ 85018	P: (602) 840-6464 (800) 278-0980 F: (602) 840-9696 I: <a href="mailto:info@datatekonline.com">info@datatekonline.com</a>
15.	digital fusion, inc.	Buddy Tanner Business Development Manager 190 Lime Quarry Road, Suite 106 Madison, AL 35758	P: (256) 772-7636 F: (256) 772-3032 I: <a href="mailto:buddy.tanner@digifuse.com">buddy.tanner@digifuse.com</a>
16.	Economic Technology Solutions, Inc. (DBA Econtech)	Gary Slattery, Vice President, Government Services 2021 Richard Jones Road, Suite 300 Nashville, TN 37215	P: (615) 269-2600 ext: 639 F: (615) 269-2620 I: <a href="mailto:slattery@economictechnology.com">slattery@economictechnology.com</a>
17.	EER Systems Inc.	Prekimi V. Tawari, Vice President 3750 Centerview Drive Chantilly, VA 20151	P: (703) 375-6520 F: (703) 708-5707 I:
18.	FutureTech Consultants LLC	Pete Jeffcoat, Vice President 1890 Cobb International Blvd., Suite A Kennesaw, GA 30152	P: (770) 499-7779 F: (770) 499-1434 I:
19.	Gulf Computers, Inc.	Vasu Srinivasan, Vice President for Business Development 1101 North Calvert Street, Suite 216 Baltimore, MD 21202	P: (410) 385-5191 F: (410) 385-5194 I: <a href="mailto:vasu@gulfusa.com">vasu@gulfusa.com</a>
20.	HAS Incorporated	Paul R. Clark One River Crossing 3815 River Crossing Parkway, Suite 200 Indianapolis, IN 46240	P: (800) 745-5427 F: (317) 574-3777 I:
21.	InfoAdvantage, Inc.	Ken Morris, Product Sales Executive 215 Centerview Drive Brentwood, TN 37027	P: (615) 373-9499 (615) 345-9523 (direct #) F: (615) 373-3868 I: <a href="mailto:kmorris@infoad.com">kmorris@infoad.com</a>
22.	Information Management Resources, Inc. (IMRI)	Gerrelynn F. Crawford Business Development Manager	P: (901) 396-9291 F: I:
23.	Information Systems and Networks Corporation (ISN)	Bruce Landrum, Director of Contracts 10411 Motor City Drive Bethesda, MD 20817	P: (301) 469-0400 ext: 470 F: (310) 469-8851 I: <a href="mailto:twilliamson@isncorp.com">twilliamson@isncorp.com</a>
24.	INFORMS	Tom Clark Professional Services Director 4825 Trousdale Drive, Suite 209 Nashville, TN 37220	P: (615) 846-1150 F: (615) 846-1154 I: <a href="mailto:Tom@informs.com">Tom@informs.com</a>
25.	Infoworks, Inc.	James H. Clayton III, President 28 White Bridge Road, Suite 316 Nashville, TN 37205	P: (615) 356-2686 Ext. 11 F: (615) 352-0780 I:
26.	Intergraph Corporation	David Rudd, Account Representative 5820 Robert E. Lee Drive Nashville, TN 37215	P: (615) 665-2859 F: (615) 665-2194 I: <a href="mailto:ddrudd@ingr.com">ddrudd@ingr.com</a>

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27.	KBM Enterprises, Inc.	Thomas W. Neal, Executive Director, Information Systems 4701 Trousdale Drive, Suite 214 Nashville, TN 37220	P: (615) 331-9590 F: (615) 331-0566 I: <a href="mailto:tneal777@aol.com">tneal777@aol.com</a>
28.	Keane, Inc.	John C. Riddick, Jr. Director, Business Development – TN 9005 Overlook Boulevard, Suite 216 Brentwood, TN 37027	P: (615) 236-1135 F: (615) 236-1111 I: <a href="mailto:john_c_riddick@keane.com">john_c_riddick@keane.com</a>
29.	Majestic Systems Integration Company	Deborah Vick, Chief Operating Officer Majestic Systems Integration Company 103 Powell Court, Suite 150 Brentwood, TN 37027-5079	P: (615) 661-9511 ext. 111 F: (615) 661-9732 I:
30.	Manpower Professional	Bradley Seidel 5317 North Ironwood Road Milwaukee, WI 53217	P: (414) 906-7379 F: (414) 906-6868 I: <a href="mailto:bradley.seidel@na.manpower.com">bradley.seidel@na.manpower.com</a>
31.	Metamor	Christopher Veal, Account Manager 2516 Goose Creek By-Pass Franklin, TN 37064	P: (615) 595-7099 F: (615) 595-7099 I:
32.	Metro Information Services	Bob Hutchins, Marketing Executive 216 Centerview Drive, Suite 225 Brentwood, TN 37027	P: (615) 373-6902 F: (615) 373-6904 I: <a href="mailto:bhutchins@metrois.com">bhutchins@metrois.com</a>
33.	modis Incorporated	Douglas Praskach 2 International Plaza Drive #301 Nashville, TN 37217	P: (615) 365-4190 F: (615) 365-4193 I:
34.	RAD Solutions, Inc.	Mel Handley, Account Executive 100 Oaks Office Tower, Suite 301 719 Thompson Lane Nashville, TN 37204	P: (615) 269-4493 F: (615) 269-6361 I: <a href="mailto:mhandley@radsoltn.com">mhandley@radsoltn.com</a>
35.	Radiant Systems, Inc	Dinesh Bhasin, Project Coordinator 109A, Corporate Boulevard South Plainfield, NJ 07080	P: (908) 608-1080 ext. 14 F: (908) 668-1081 I:
36.	RHI Consulting	Mark Freeman, Branch Sales Manager 3100 West End Avenue, Suite 800 Nashville, TN 37203	P: (615) 385-1977 F: (625) 386-7305 I: <a href="mailto:mark.freeman@rhic.com">mark.freeman@rhic.com</a>
37.	SAIC	Ralph Wright, Senior Contracts Representative 301 Laboratory Road P. O. Box 2501 Oak Ridge, TN 37830	P: (865) 481-2131 F: (865) 481-8594 I:
38.	SCB Computer Technology, Inc.	Lynn G. Johnston, Vice President 618 Grassmere Park Road, Suite 6 Nashville, TN 37211	P: (615) 741-7283 F: (615) 741-0689 I:
39.	Software Resource Consultants, Inc.	Deepu Sugathan, Director of Business Development P. O. Box 38118 Germantown, TN 38183	P: (901) 759-7225 F: (901) 759-1721 I: <a href="mailto:Deepu@onlinesrc.com">Deepu@onlinesrc.com</a>

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40.	Strategic Staffing Solutions	Bill Holliman 209 10 <sup>th</sup> Avenue, Suite –331 Nashville, TN 37203	P: (615) 742-9060 F: (615) 742-9062 I:
41.	TATA Consultancy Services	R. Siddharthan, Regional Manager 115 Perimeter Center Place, Suite 1099 Atlanta, GA 30346	P: (770) 396-1223 F: (770) 396-1239 I: <a href="mailto:Sidd@usa-tcs.com">Sidd@usa-tcs.com</a>
42.	TATA Infotech Ltd.	Dattaprasad Joshi Director, Business Development 5550 Peachtree Parkway Norcross, GA 30092	P: (770) 368-6603 F: (770) 368-6139 I: <a href="mailto:dattaprasad.joshi@tatainfotech-usa.com">dattaprasad.joshi@tatainfotech-usa.com</a>
43.	Technology Consulting, Inc.	Doug Weber, Account Executive 140 Whittington Parkway P. O. Box 22529 Louisville, KY 40252-0529	P: (502) 326-4745 F: (502) 394-9350 I: <a href="mailto:dweber@tcipro.com">dweber@tcipro.com</a>
44.	Zycron Computer Services	Gary F. Holder, Program Manager 4250-A Benton Drive Chattanooga, TN 37406	P: (423) 624-2600 F: (423) 629-9669 I: <a href="mailto:gholder@zycron.com">gholder@zycron.com</a>